



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **W-0**

February 17, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY
AVENUE J PROPERTY DEMOLITION AGREEMENT
SUPERVISORIAL DISTRICT 5
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE
VALLEY:**

Authorize an additional \$3,003.54 under Agreement No. 74751 with the City of Lancaster for the demolition and removal of the Districts' obsolete improvements located at 419 West Avenue J, in the City of Lancaster.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to reimburse the City of Lancaster for the demolition and removal of a portion of the District's obsolete North Maintenance Yard at 419 West Avenue J, in the City of Lancaster, which is no longer needed for District operations. On February 3, 2004, your Board adopted Agreement No. 74751 (see enclosed), which authorized payment up to \$55,000 for this work. Actual cost of the work was \$58,003.54.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Goal of Fiscal Responsibility because it allowed us to demolish the facility at the 419 West Avenue J site and prepare the property for sale in the most economically efficient manner.

FISCAL IMPACT/FINANCING

There will be no impact to the County's General Fund. The additional funds of \$3,003.54 are available in the Waterworks District No. 40, Antelope Valley, Accumulative Capital Outlay Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Agreement No. 74751 was executed by the City of Lancaster on January 13, 2004, and by your Board on February 3, 2004.

ENVIRONMENTAL DOCUMENTATION

The work performed by the City of Lancaster, under the terms of the Agreement, was "ministerial" and, thereby, exempt from the requirements of the California Environmental Quality Act Guidelines (Section 15268).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current County services provided by the District.

The Honorable Board of Supervisors
February 17, 2005
Page 3

CONCLUSION

Please return two adopted copies of this letter to Public Works, Waterworks and Sewer Maintenance Division. A copy of Agreement No. 74751 is enclosed for your files.

Respectfully submitted,

DONALD L. WOLFE
Acting Director of Public Works

GMP:pr
BDL2171

Enc.

cc: Chief Administrative Office
County Counsel

AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF LANCASTER, a municipal corporation in the County of Los Angeles, hereinafter referred to as "CITY," and the LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY, a public waterworks district formed pursuant to Division 16 of the State Water Code, hereinafter referred to as "DISTRICT:"

WITNESSETH

WHEREAS, CITY proposes to demolish several buildings within CITY, hereinafter referred to as "PROJECT;" and

WHEREAS, DISTRICT owns property, herein after referred to as "PROPERTY," located at 419 West Avenue J, Lancaster, with several structures, foundations, and pavement, which are in very poor condition and interfere with DISTRICT'S use of PROPERTY, hereinafter referred to as "DBUILDS;" and

WHEREAS, DISTRICT has requested and CITY is willing to include the demolition of DBUILDS with PROJECT; and

WHEREAS, DISTRICT will pay CITY for the actual cost to demolish DBUILDS.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by both CITY and DISTRICT, and of the premises herein contained, it is hereby agreed as follows:

1. CITY agrees:
 - a. To demolish DBUILDS.
 - b. To furnish DISTRICT, within 30 days after completion of the demolition of DBUILDS and PROJECT, a final accounting of the actual costs to demolish DBUILDS.
2. DISTRICT agrees:
 - a. To pay CITY, in full, the actual cost to demolish DBUILDS based upon the final accounting within 30 days of acceptance of the final accounting. CITY shall take all steps necessary to relieve PROPERTY of any and all liens that may result from work pursuant to this Agreement.

3. IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. The actual cost to demolish DBUILDS, as referred to in this Agreement, shall equal the sum of the cost for the demolition of structures, removal, and proper disposal of all debris from PROPERTY including concrete slabs and pavement.

DISTRICT'S financial participation shall be limited to only the actual cost to demolish DBUILDS, not to exceed \$55,000.

- b. The following are the addresses for notice hereunder:

CITY: Mr. George Henderson
City of Lancaster
44933 North Fern Avenue
Lancaster, CA 93534-2461

DISTRICT: Los Angeles County Waterworks
District No. 40, Antelope Valley
P.O. Box 1460
Alhambra, CA 91802-1460

Attention Mr. Manuel del Real

Any and all demands, notices, or other communications between the parties shall be in writing.

- c. This Agreement and all performance under it shall, in all respects, be governed by the laws of the State of California.
- d. No amendment, change, or modification of this document shall be valid unless in writing and signed by the parties hereto.
- e. Neither DISTRICT, nor any officer or employee of DISTRICT, nor the County of Los Angeles, shall be responsible for any damage or liability occurring by reason of any acts of omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to CITY under this Agreement. It is also understood and agreed that CITY shall fully indemnify, defend, and hold DISTRICT and the County of Los Angeles harmless from any liability imposed for injury occurring by reason of any acts of omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to CITY under this Agreement.
- f. CITY and DISTRICT shall have no financial obligation to each other concerning the subject of this Agreement, except as expressly herein provided.
- g. This document constitutes the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, duly authorized, by the CITY OF LANCASTER on January 13, 2004, and by the LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY, on FEBRUARY 3, 2004.

LOS ANGELES COUNTY
WATERWORKS DISTRICT NO. 40,
ANTELOPE VALLEY

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By *Sybil J. Lillalobos*
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By *[Signature]*
Deputy

ATTEST:

By *Cheri K. Buepan*
City Clerk

By *David R. McLean*
City Attorney

GMP:lb
Agmt'0

By *Alan Krabe*
Chairman, Board of Supervisors of
the County of Los Angeles as
governing body thereof

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

33

FEB 3 2004

Violet Varona-Lukens
VIOLET VARONA-LUKENS
EXECUTIVE OFFICER

CITY OF LANCASTER

By *Frank C. Roberts*
Mayor